

CITY OF SOUTH BEND, INDIANA
CONTRACTOR'S QUOTE FOR PUBLIC WORK



Project Name: Studebaker National Museum
HVAC and Controls Upgrade Project

Project No. 125-079

Quotes Due June 23, 2026 by 9:00 am via email to bpwbids@southbendin.gov

(Must be completed for all quotes. Please type or print)

Date: 06/23/2026 Firm: Ideal Consolidated, Inc.

Address: 1125 South Walnut Street

City/State/Zip: South Bend, IN 46619 Telephone Number: (574) 339-5631

Email Address: kkozlowski@idealconsolidated.com

Agent of Bidder (if Applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of:

Studebaker National Museum HVAC and Controls Upgrade Project

the City of South Bend, Indiana, in accordance with plans and specifications prepared by:

The City of South Bend, Department of Public Works

and dated May 28, 2026 for the sum of (enter the Total Quote as shown on the Proposal)

Two hundred ninty six thousand six hundred thirty five dollars (\$ 296,635.00)

(Enter Sum of Total Quote plus Alternates shown on Proposal) (Numerical)

If alternative quotes apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the City of South Bend. If the quote is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

By 
(Signature)
Mick Rauch
(Printed Name of Person Signing)

ACCEPTANCE

The above quote is accepted this _____ day of _____ 20 _____

Subject to the following conditions: _____

BOARD OF PUBLIC WORKS

President

Members



QUOTE/PROPOSAL CITY OF SOUTH BEND

Project Name Studebaker National Museum
HVAC and Controls Upgrade Project
Project No. 125-079
Quotes Due June 23, 2026 by 9:00 am
via email to bpwbids@southbendin.gov

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	HVAC Upgrades	1	LS	80,799.00	\$ 80,799.00
2	Controls Upgrades	1	LS	215,836.00	\$ 215,836.00
Total Amount of Quote					\$ 296,635.00

Firm: Ideal Consolidated, Inc.

Address: 1125 South Walnut Street

City/State/Zip: South Bend / IN / 46619

Telephone Number: (574) 282-1228

Fax Number: ()

By

(Signature)

Mick Rauch

(Printed Name of Person Signing)

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR’S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF Indiana)
) SS:
St. Joseph COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, “Iran” means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, firms, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of contract or employment, or any matter directly or indirectly related to contracting or employment because of race, sex, religion, color, national origin, ancestry, gender expression, gender identity, sexual orientation, or due to age or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions will consider the Contractor's good faith efforts to obtain participation by those subcontractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, and responsive bidder.

Contractors seeking the award of a City contract cannot be required to award a subcontract to an MWBE; however, they may not unlawfully discriminate against said MBE/WBE. On goal-eligible contracts, Contractors are required to either meet both MBE and WBE utilization goals or demonstrate that the Contractor has made good faith efforts to obtain participation from MBE and WBE subcontractors. A finding of noncompliance or a discriminatory practice shall prohibit that Contractor from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract to which the discriminatory practice or noncompliance pertains.

7. The undersigned Contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

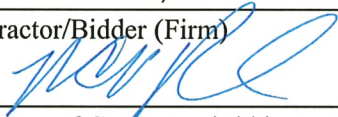
I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this 23rd day of June, 2026

Ideal Consolidated, Inc.

Contractor/Bidder (Firm)


Signature of Contractor/Bidder or Its Agent

Mick Rauch / President

Printed Name and Title

Subscribed and sworn to before me this 23rd day of June, 2026

My Commission Expires 05/19/2029


Notary Public

County of Residence St. Joseph, IN



CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
MBE CONTACTED

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact MBEs. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the MBE qualifications. Attach additional pages if necessary.

PAGE 1 OF 1

Project Number: 125-079 MBE Participation Goal 2.7%
Project Name: Studebaker National Museum HVAC and Controls Upgrade Project
Bidder: Ideal Consolidated, Inc.
By: [Signature] President 06/23/2026
(Signature) (Title) (Date)

MBE Firm D.A. Dodd Sheetmetal
Owner or Contact at MBE Firm D.A. Dodd, Inc
Telephone: 219-778-4302 Fax: _____ Email: jhudkins@dadodd.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:
Sheetmetal install and fabrication of sheetmetal

RESULTS OF CONTACT WITH THE MBE FIRM:
Using them for this work. They had low price.

MBE Firm _____
Owner or Contact at MBE Firm _____
Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM WBE-2.1
WBE CONTACTED

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact WBEs. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the WBE qualifications. Attach additional pages if necessary.

PAGE 1 OF 1

Project Number: 125-079 WBE Participation Goal 1.1%
Project Name: Studebaker National Museum HVAC and Controls Upgrade Project
Bidder: Ideal Consolidated, Inc.
By: [Signature] President 06/23/2026
(Signature) (Title) (Date)

WBE Firm Apex Controls
Owner or Contact at WBE Firm Apex Controls
Telephone: 574-370-3724 Fax: _____ Email: theintzberger@apexcontrols.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:
Temperature controls Contractor

RESULTS OF CONTACT WITH THE WBE FIRM:
[Redacted]

WBE Firm _____
Owner or Contact at WBE Firm _____
Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

**CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN**



**FORM WBE-2.1
WBE CONTACTED**

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CITY OF SOUTH BEND

EQUAL EMPLOYMENT OPPORTUNITY CONTRACTING PROVISIONS DIVERSITY UTILIZATION

It is the policy of the City of South Bend to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations in accordance with the rules, regulations and guidelines of the applicable federal, state and local laws. This policy of equal employment and business opportunity shall apply to every contractor or subcontractor bidding or holding a public contract with the City of South Bend.

In furtherance of this policy, the following Equal Opportunity Clauses are hereby made a part of every construction contract entered into by the City of South Bend and all subcontractors entered into pursuant to any such contract and the bidder hereby certifies that it/he/she will abide by these provisions.

The contractor will not discriminate against any applicant or employee because of race, color, religion, sex, national origin, or handicap. The contractor will take affirmative action to ensure that all applicants or employees are treated fairly and equitably. Such action shall include but not be limited to the following: hiring, up-grading, demotion or transfer, recruitment, advertising, lay-offs or termination, rates of pay or other forms of compensation and selection for training including apprenticeship programs.

The contractor shall agree to post in conspicuous places available to employees and applicants, notices to be provided setting forth the provisions of the Non-Discrimination Clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it/he/she has a bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notices in conspicuous places available to applicants and employees.

The contractor will comply with all provisions of Executive Order 11246 (as amended by 11375) and of the rules, regulations and relevant orders of the Department of Labor.

Subpart B -- Contractors' Agreements

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:"

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

"(3) The contractor will send to each labor union or representative of workers with which it/he/she has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules and regulations, and relevant orders of the Secretary of Labor."

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, in this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked* as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law."

"(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency

may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

** Corrected to read "invoked". In the original text the word "involved" was printed in error.*

MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN

The City of South Bend, Indiana has shown its commitment to addressing Minority and Women's Business Enterprise ("MWBE") participation in public contracting through the adoption of the City of South Bend Ordinance No. 10761-21. Persons, partnerships, corporations, associations, or joint ventures awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age or disability that does not affect that person's ability to perform work.

Minority and Women's Business Enterprises are described in the Ordinance. A list of MBEs and WBEs (both certified and non-certified) can be found on the Indiana Department of Administration website: <http://www.in.gov/idoa/>. Documentation shall be provided with the bid that states the MBEs and WBEs that will be contracted, the dollar amount of the work that will be performed by the MBEs and WBEs on the project and the percentage of the dollar amount as it relates to the total bid amount by using *Form MBE-1.0, MBE Utilization Plan*, and *Form WBE-1.0, WBE Utilization Plan*.

The City, its agencies, boards, or commissions requires the Contractor's good faith efforts to obtain participation by those Contractors classified as MBEs and WBEs.

Failure to either meet the MBE and WBE goals or to provide evidence of good faith efforts for the bid will be grounds for rejecting a bid as non-responsive.

Bidders shall demonstrate good faith efforts to have active participation from MWBEs on this Project and supply written documentation evidencing such efforts by using *Forms MBE-2.0, Evidence of Good Faith Efforts and WBE-2.0, Evidence of Good Faith Efforts and Forms MBE-2.1, MBE Contacted and WBE-2.1, WBE Contacted*. Such documentation shall include, but is not limited to, the following items:

- a. A listing of all M/WBEs contacted including: (1) the name and address of the M/WBE; (2) the date of contact; (3) the type of contact (i.e., phone call, written solicitation, etc.); (4) the nature or type services or goods requested; and (5) the result of the contact.
- b. Written evidence of outreach and copies of email exchanges inviting and receiving bids, quotes or other responses from M/WBEs or other documentation of efforts to encourage and secure competitive responses from M/WBE and local businesses to be included in the benefits of building this Project.
- c. Written documentation of letters of introduction, invitations to forging majority/minority strategic alliances for capacity building, including but not limited to, mentoring, extensions of assistance on payroll, insurance, bonding, line of credit, technical skills or business skills.
- d. From time to time, projects will undergo a scope change prior to completion. This scope change will inevitably impact the Contractor's usage of MWBE's and the originally submitted Utilization Plan. It is the request of the City that when a project scope change occurs, the applicable Contractor shall utilize its best efforts to contract with M and W Subcontractors in a proportional manner as required by the scope change.

All bidders are actively encouraged to reach out to the M/WBEs in St. Joseph County, Indiana, other Indiana counties, and Berrien County, Michigan to utilize a good faith effort to forge constructive and lasting business partnerships.

Notwithstanding the foregoing, the award and performance of all City contracts shall comply with applicable federal, state, and local laws.

The City reserves the right to request verification of goal implementation throughout the course of the project.

If a goal exists, the winning respondent is contractually obligated to utilize the M/WBE's firms in a manner consistent with what was represented in its quote submission to the City. Deviations to the utilization plan must be requested in writing and approved by the City. The City reserves the right to initiate a change order in the amount equal to the difference in any subcontractor utilization if the utilization plan change is not approved.

CITY OF SOUTH BEND'S GUIDELINES FOR GOOD FAITH EFFORTS BY CONTRACTORS IN MEETING MWBE CONTRACT GOALS

Under the City of South Bend's Minority and Women's Business Enterprise (MWBE) Inclusion Program Plan (COSB Inclusion Plan), the City of South Bend (the City) is authorized to set "contract specific" goals to increase MWBE participation in City contracts and procurements.

MWBE participation goals are set based on availability of MWBE contractors within the City's geographic market area identified in the City's Disparity Study.

For contractors bidding on a construction, services, supplies or equipment contract where goals have been set for all or parts of the project, below is information relevant to "good faith efforts" to meet the contract goal.

When the City sets a contract goal, that means MWBE's are in fact available to perform work on the contract. **Project bidders must try diligently to meet the goal. Failure to make a good faith effort may result in rejection of your bid as non-responsive to the contract.**

Good faith efforts means actions undertaken by a contractor to achieve a contract goal which, by their scope, intensity, and appropriateness to the objective, can be reasonably expected to fulfill the Program's goals (City's Inclusion Plan, Section 4.B., No. 21).

A good faith effort is fully reviewable by the City. **Where a contract goal is not met, contractors must provide as much information as possible to help the City assess the contractor's good faith efforts to achieve the goal. Inadequate proof of good faith efforts may result in a finding that the contractor was non-responsive, causing its bid to be rejected even if it is the lowest.**

Good faith efforts require **active, aggressive efforts** by the prime contractor to obtain the contract MWBE participation goal. Mere pro forma efforts are not good faith efforts. To satisfy the good faith efforts test:

- A prime contractor may not reject a MWBE's bid solely because it is not the lowest bid received from subcontractors. If the MWBE's costs are reasonable and not excessive, the MWBE's quote or bid presumptively should be accepted on a contract requiring goals even if the MWBE's bid is not the lowest one received. However, if an MWBE's bid or quote is unreasonable or excessive, the prime contractor may reject the bid on that basis. The contractor has the burden of demonstrating the excessiveness or unreasonableness of the MWBE's bid or quote. Because the City must determine whether a MWBE quote was unreasonable or excessive, **Contractors must provide the City with copies of each MWBE and non MWBE quote submitted to the bidder when a non-MWBE was selected over an MWBE.**
- A contractor may not reject a MWBE as being unqualified without sound reasons based on a thorough investigation of the MWBE's capabilities. If a prime contractor rejects a MWBE as unqualified, the Contractor must provide the City with good reasons for this. The MWBE's industry standing or membership in a specific group, organization, political or social affiliation (example: union v. non-union) is not a basis to reject the MWBE for lack of qualification.
- The ability or desire of a prime contractor to perform the work of the contract with its own organization team does not relieve the prime contractor of the need to make good faith efforts to use MWBE sub contractors to meet the contract goal.

EXAMPLE: Total Project Estimate is \$500,000. An MWBE goal of 10% is set for a specific part of the project, i.e., \$50,000. Only one MWBE submits a quote to the prime contractor, and it is \$50,000. A non MWBE submits a quote of \$45,000. Rejecting the MWBE bid may not meet the requirement of making a good faith effort to meet the contract goal because: 1) the MWBE quote is within the goal percentage and dollar amount set for MWBE participation on the project; 2) selection of the MWBE quote guarantees that the contractor meets the set goal and that its bid will be deemed responsive; and 3) the difference between the MWBE and non MWBE quotes is not significant in terms of the overall contract amount (i.e., 1% of total contract).

If the MWBE's quote is \$53,000 and the non-MWBE bid is \$50,000, it may yet not be demonstrative of a good faith effort to reject the MWBE solely because the MWBE's quote is not the lowest. The excess is not greatly significant to the total contract cost, and it could reasonably be expected to be made up elsewhere in the contract while guaranteeing full goal compliance.

The above examples are illustrative only. The City will make a fair and reasonable judgment as to good faith efforts based on all information and documentation provided by bidders and taking into account the Quality, Quantity, and Intensity of the efforts made by a contractor to meet the contract goal.

GOOD FAITH EFFORTS MATERIALS TO BE INCLUDED WITH BID

If a contractor's bid does not meet the goal set for the contract, **the contractor must submit evidence of good faith efforts with its bid** so the City can determine whether the contractor is a responsive bidder. If the contractor's bid meets the MWBE goal, evidence of good faith effort is not required, but it would be prudent to include some evidence in case an error was made. The information required of a contractor who has not achieved the contract goal to show good faith efforts can be found in the South Bend Inclusion Program Plan at Section 8.B.3.d. as follows:

(b) Where the bidder cannot achieve the contract goal, the bidder must provide proof of having made good faith efforts to meet the goal. In making this determination of whether to issue a goal waiver, the City will consider, at a minimum, the bidder's efforts to:

(1) Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and written notices) the interest of all MWBEs in the scopes of work of the contract. The contractor shall provide interested MWBEs with timely, adequate information about the plans, specifications, and requirements of the contract to allow such firms to respond to the solicitation. The bidder must follow up initial solicitations with interested MWBEs.

(2) Select portions of the work to be performed by MWBEs in order to increase the likelihood that the contract goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate participation, even when the bidder would otherwise prefer to perform these work items with its own forces. It is the bidder's responsibility to make a portion of the work available to MWBEs and to select those portions of the work or material needs consistent with the availability of such firms to facilitate their participation.

(3) Negotiate in good faith with interested MWBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of firms that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached. The bidder may not reject MWBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. That there may be some additional costs involved in finding and using MWBEs is not in itself sufficient reason for a bidder's failure to meet the contract goal, as long as such costs are reasonable. The ability or desire of a bidder to perform the work of a Contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work within which subcontracting opportunities are available.

(4) Make efforts to assist interested MWBEs in obtaining bonding, lines of credit, or insurance as required by the City or the bidder, where appropriate.

(5) Make efforts to assist interested MWBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate.

Materials that should be submitted to support a contractor's good faith efforts include:

- Copies of advertisements, notices, or solicitations from contractor to MWBE's-- to include date and time of issuance;
- A list of all locations where advertisements or notices to MWBE's were placed or solicitations sent;
- Copies of communication between contractor and MWBE's in response to contractor's advertisements, notices, or solicitations;
- Proof of contractor's break-out of contract items into units feasible for performance by WMBE's;
- Proof of communications between the contractor and MWBE regarding negotiations for agreements, and why agreement could not be reached, as stated more specifically in above Subsection (b) (3);
- Proof of bids or quotes from MWBE's and those from non MWBE's when non MWBE's bid or quote is used;
- Proof of efforts made by contractor to assist MWBE to participate in contract, where appropriate; and
- Any other information tending to show that Contractor made active, aggressive efforts to meet the MWBE participation goal but despite good faith efforts was unable to do so.

CITY OF SOUTH BEND, INDIANA
CONTRACTOR'S BID FOR PUBLIC WORK
MWBE CHECKLIST

Project Name Studebaker National Museum
HVAC and Controls Upgrade Project

Project No. 125-079

Quotes Due June 23, 2026 by 9:00 am via email to bpwbids@southbendin.gov

Contractor Name: Ideal Consolidated, Inc.

The City seeks to promote equal opportunity for minority and women-owned businesses, including small local businesses, and to encourage utilization of such businesses in City contracting and procurement.
THIS FORM MUST BE SUBMITTED WITH YOUR BID IF THE BID IS AT OR ABOVE \$150,000.

****THIS FORM ONLY APPLIES TO BIDS GREATER THAN \$150,000. ****

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Section 14.5 of the City of South Bend, Indiana Code of Ordinances and the Minority and Women Business Program Plan.

INSTRUCTIONS:

If you intend to comply with the stipulated MBE and WBE participation goals, complete Section I only. If you are unwilling to affirm in writing your intent to comply with the stipulated MBE and WBE participation goals, complete Section II and complete forms MBE-2.0, WBE-2.0, MBE-2.1, and WBE-2.1.

I. MWBE CHECKLIST FOR INTENT TO MEET STIPULATED MBE AND WBE PARTICIPATION

- a) By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided by me.
- b) By checking this box, I hereby acknowledge that I will meet or exceed the stipulated MBE and WBE participation goals of this contract.
- c) By checking this box, I agree to comply with all tracking and reporting, including online tracking software for MWBE participation.
- d) By checking this box, I understand that a failure to meet the contractual obligations for MWBE participation shall be a breach of contract. I understand that the City shall impose a penalty against the Contractor in the amount of the difference between the stipulated MBE and WBE goals and the actual amount paid to MBE and WBE subcontractors.

II. MWBE CHECKLIST FOR GOOD FAITH EFFORTS GOAL WAIVER

- a) By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information or additional verification of any information provided by me.
- b) By checking this box, I affirm I have made good faith efforts to seek opportunities to meet the stipulated MBE and WBE participation goals. I affirm I have made reasonable efforts (e.g., attendance at pre-bid meetings, advertising, and written notices) to solicit MWBEs in the scopes of work of the contract.
 - i. I have completed the Evidence of Good Faith Efforts Forms [MBE-2.0 and WBE-2.0] and MWBE Contacted Forms [MBE-2.1 and WBE-2.1] and submit these forms as part of my bid.
 - ii. I affirm that if awarded the bid, I will exhibit post-award good faith efforts, examples of which include emailing and calling MWBEs to solicit quotes, advertising subcontracting work in newspapers and online, and meeting with the Office of Diversity Inclusion to identify opportunities for MWBE utilization throughout the course of the project.
- c) By checking this box, I hereby acknowledge that the determination of whether a bidder has made good faith efforts and should be granted a goal waiver will be made by the MWBE Program Administrator, in consultation with the City's Legal Department and Department of Public Works.
- d) By checking this box, I agree to comply with all tracking and reporting, including online tracking software for MWBE participation, even if a goal waiver is granted.

Date: 06/23/2026



(Sign Here)

Mick Rauch
(Print Name Here)

Ideal Consolidated, Inc.
(Name of Company)

1125 South Walnut Street
(Address of Company)

South Bend
(City)

IN
(State)

574-282-1228
(Telephone Number)

CITY OF SOUTH BEND, INDIANA
CONTRACTOR’S BID FOR PUBLIC WORK
RESPONSIBLE BIDDER CHECKLIST

Project Name Studebaker National Museum
HVAC and Controls Upgrade Project

Project No. 125-079

Quotes Due June 23, 2026 by 9:00 am via email to bpwbids@southbendin.gov

Contractor Name: Ideal Consolidated, Inc.

The City seeks to enhance its ability to identify responsive and responsible bidders on all City public works projects by institution of comprehensive submission requirements in compliance with State law. Quality workmanship, efficient operation, safety, and timely completion of projects requires that all bidders meet certain minimum requirements to be responsive and responsible bidders.

THIS FORM MUST BE SUBMITTED WITH YOUR BID.

****THIS FORM ONLY APPLIES TO BIDS GREATER THAN \$250,000. ****

INSTRUCTIONS:

If you are a pre-qualified bidder, complete Section I only.

If you are not a pre-qualified bidder, complete Section II only.

Section II acts as an application for pre-qualification. Submission of Section II will allow the bidder to be considered for pre-qualification for bids with the City of South Bend Department of Public Works. Pre-qualified bidders will then be exempt from a portion of the submission requirements outlined in Section 6-71 of The Responsible Bidding **Ordinance No. 10975-23** (hereinafter, “Responsible Bidding Ordinance”) for a period of twelve (12) months.

Thereafter, contractors who are pre-qualified must submit a complete application for continuation of “pre-qualified” standing, on a form provided by the City (“Responsible Bidder Checklist (1) Pre-Qualified Bidders”) within twelve (12) months of obtaining pre-qualified standing. If the status of any item changes within the twelve (12) months, it is the responsibility of the contractor to notify the City. Failure by any pre-qualified contractor to submit its complete application for continuation of “pre-qualified” standing within the time prescribed above shall result in automatic removal of the designation, effective immediately following the twelve (12) months of pre-qualified standing.

However, the “removed” contractor or subcontractor shall still be permitted to bid on City public works projects, though the contractor must submit all required documents under 6-71 until “pre-qualified” status is re-established.

Please Note: The City reserves the right to request supplemental information from the bidder, additional verification of any information provided by the bidder, and may also conduct random inquiries of the bidder’s current and previous customers regardless of pre-qualified standing.

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Section 6-71 of the Responsible Bidding Ordinance no later than the date of the public bid opening.

POST BID SUBMISSIONS:

Post-bid submissions must be submitted in accordance with Section 6-72 of the Responsible Bidding Ordinance. The post-bid submission requirements are as follows:

1. All bidders shall collect, maintain, and provide upon request, a current written list that discloses the name, address, licensing status, and type of work for any subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors.
2. Each subcontractor, whose portion of the project is estimated to be at least two-hundred fifty thousand dollars (\$250,000.00), shall be required to adhere to the requirements of Section I of the Responsible Bidder Ordinance as though it were bidding directly to the City, except that the subcontractor shall submit the required information (including the name, address, and type of work) to the successful bidder prior to the commencement of work.
3. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the City may withhold all payment otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the City approves such information.
4. The disclosure of a subcontractor list ("Disclosed Subcontractor(s)") to the City by a bidder shall not create any rights in the Disclosed Subcontractor(s). Thus, a bidder may substitute another subcontractor for a Disclosed Subcontractor by giving the City, upon request, written notice of the name, address, licensing status, and type of work of the substitute subcontractor.
5. The successful bidder for projects greater than \$250,000 and all subcontractors performing work greater than \$250,000 on a public works project are required to submit certified payroll utilizing the federal form known as WH-347 or a similar form on a bi-weekly basis, submitted within 10 days after the end of each bi-weekly payroll period. Certified payrolls shall identify the job title and craft for each employee. **Certified payrolls shall be submitted electronically.**

Please Note: Submissions deemed inadequate, incomplete, or untimely by the City may result in the automatic disqualification of the bid.

The City, after review of complete and timely submissions, shall, in its sole discretion, after taking into account all information in the submission requirements, determine whether a bidder is responsive and responsible, and provide a Pre-Qualification Verification Letter. The City specifically reserves the right to utilize all information provided in the contractor's submission and any information obtained by the City through its own independent verification of the information provided by the contractor.

I. PRE-QUALIFIED BIDDER CHECKLIST

(a) Acknowledgements:

- (i) By checking this box, I hereby acknowledge that I am a pre-qualified bidder with the City of South Bend and that I have met the pre-qualification requirements within the last twelve (12) months. **A copy of my Pre-Qualification verification letter is attached.**
- (ii) By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided by me, and may also conduct random inquiries of my current and prior customers.
- (iii) By checking this box, I hereby acknowledge that apprenticeship and training programs that I participate in have graduated at least five (5) apprentices in each of the past five (5) years.
- (iv) By checking this box, I hereby acknowledge that all subcontractors performing work greater than \$250,000 also meet the qualifications of the Responsible Bidder Ordinance.

(b) Attachments:

- (i) Indiana Secretary of State's on-line records (ie. Business verification) dated within sixty (60) days of the submission of said document showing that business is in existence, current with the Indiana Secretary of State's Business Entity Report, and eligible for a certificate of good standing. (Not applicable to individuals, sole proprietors or partnerships).
- (ii) Statement on staffing capabilities, including labor sources. This statement indicates and ensures I have sufficient employees on staff to complete the work. It outlines how I intend to meet the staffing needs of the work.
- (iii) List of projects of similar size and scope of work performed in all areas, including the State of Indiana, within the last three (3) years.
- (iv) For every project, submit evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. This includes, but may not be limited to, letters from apprenticeship coordinators detailing the bidder's association with the program, and the United States Department of Labor Office of Apprenticeship Certificates of Registration of Apprenticeship Programs for each type of work to be performed on the project.

II. PRE-QUALIFICATION CHECKLIST (FOR BIDDERS THAT ARE NOT PRE-QUALIFIED)

(a) Acknowledgements:

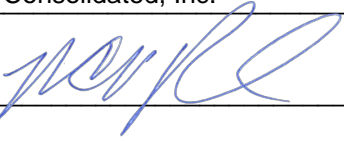
- (i) By checking this box, I hereby acknowledge that I am not a pre-qualified bidder with the City of South Bend.
- (ii) By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided, and may also conduct random inquiries of my current and prior customers. The City reserved the right to utilize all information provided in this submission and all information obtained in inquiries or requests to determine if a bidder is responsive and responsible. Additionally, I acknowledge that all information provided to the City shall be regarded as public records.
- (iii) By checking this box, I hereby acknowledge that copies of all Applicable apprenticeship certificates or standards for training programs applicable to the work performed on the project may be requested at any time and shall be furnished upon request.
- (iv) By checking this box, I hereby acknowledge and ensure that I and all sub-contractors, from whom I have accepted a bid and/or intend to hire to perform work on the public work project, are properly licensed. Furthermore, I acknowledge my understanding that it is my responsibility to ensure that all sub-contractors have the necessary licenses to undertake the work called for in this bid. If a sub-contractor loses their license at any point, it is the responsibility of that sub-contractor to notify the City.
- (v) By checking this box, I hereby acknowledge that apprenticeship and training programs that I participate in have graduated at least five (5) apprentices in each of the past five (5) years.
- (vi) By checking this box, I hereby acknowledge that all subcontractors performing work greater than \$250,000 also meet the qualifications of the Responsible Bidder Ordinance.

(b) Attachments:

- (i) Indiana Secretary of State's on-line records (ie. Business verification) dated within sixty (60) days of the submission of said document showing that business is in existence, current with the Indiana Secretary of State's Business Entity Report, and eligible for a certificate of good standing. (Not applicable to individuals, sole proprietors or partnerships).
- (ii) List identifying all former business names.
- (iii) Any determinations by a court or governmental agency any violations of federal state, or local laws including, but not limited to, violations of contracting or antitrust laws, tax or licensing laws, environmental laws, Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts, within the preceding five (5) years.
- (iv) Statement about staffing capabilities, including labor sources. This statement indicates and ensures I have sufficient employees on staff to complete the work I am bidding on OR outlines how I intend to meet the staffing needs of the work.
- (v) Statement that individuals who will perform work on the public work project on my behalf will be properly classified as an employee or as an independent contractor under all applicable state and federal laws and local ordinances.
- (v) For every project, submit evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. This includes, but may not be limited to, letters from apprenticeship coordinators detailing the bidder's association with the program, and the United States Department of Labor Office of Apprenticeship Certificates of Registration of Apprenticeship Programs for each type of work to be performed on the project.
- (vi) Copy of a written plan for employee drug testing that covers all of my employees who will perform work on the public work project and meets or exceeds the requirements set forth in IC 4-13-18-5 or IC 4-13-18-6.
- (vii) Evidence that I am utilizing a surety company which is on the Bureau of Fiscal Service "Department of Treasury's Listing of Approved Sureties" as required in the bid specifications or contract.

- (viii) _____ Written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the preceding three years.
- (ix) _____ List of projects of similar size and scope of work performed in all areas, including the State of Indiana, within three (3) years prior to the date on which the bid is due.

Date: Ideal Consolidated, Inc.



(Sign Here)

Mick Rauch

(Print Name Here)

Ideal Consolidated, Inc.

(Name of Company)

1125 South Walnut Street

(Address of Company)

South Bend

(City)

IN

(State)

574-282-1228

(Telephone Number)

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
06/16/2026 10:59 AM

Business Details

Business Name: **IDEAL CONSOLIDATED INC** Business ID: **194017B160**
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**
Creation Date: **11/05/1956** Inactive Date:
Principal Office Address: **1125 S WALNUT ST, SOUTH BEND, IN,
46601, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due
Date: **11/30/2026**
Years Due:

Governing Person Information

Title	Name	Address
Secretary	BONNIE M. MARTELL	4601 CLEVELAND ROAD, SOUTH BEND, IN, 46628, USA
President	JOHN A MARTELL	4601 CLEVELAND ROAD, SOUTH BEND, IN, 46628, USA
Board	Jennifer Martell	4601 Cleveland Rd, South Bend, IN, 46628, USA
Board	John L Martell	4601 Cleveland Rd, South Bend, IN, 46628, USA
Vice President	MICK RAUCH	4601 CLEVELAND ROAD, South Bend, IN, 46628, USA

Registered Agent Information

Type: **Individual**
Name: **Jennifer Martell**
Address: **4601 Cleveland Road, South Bend, IN, 46628, USA**



June 29, 2026

City of South Bend, Indiana
215 South Martin Luther King Jr. Blvd.
South Bend, IN 46619

ALL FORMER BUSINESS NAMES

N/A – Ideal Consolidated, Inc. has not been incorporated under any other names.



June 29, 2026

City of South Bend, Indiana
215 South Martin Luther King Jr. Blvd.
South Bend, IN 46619

VIOLATIONS OF FEDERAL LAW WITHIN THE PAST (5) YEARS

N/A – Ideal Consolidated has no determinations by a court or governmental agency any violations of federal state, or local laws including, but not limited to, violations of contracting or antitrust laws, tax or licensing laws, environmental laws, Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts, within the preceding five (5) years.



June 29, 2026

City of South Bend, Indiana
215 South Martin Luther King Jr. Blvd.
South Bend, IN 46619

STATEMENT OF STAFFING CAPABILITIES

Ideal Consolidated, Inc., is signatory with UA Local 172 Plumbers & Pipefitters. Ideal Consolidated has sufficient employees on staff to complete work for the City of South Bend.



June 29, 2026

City of South Bend, Indiana
215 South Martin Luther King Jr. Blvd.
South Bend, IN 46619

STATEMENT THAT INDIVIDUALS WHO PERFORM WORK ARE PROPERLY CLASSIFIED

Ideal Consolidated, Inc. hereby certifies that individuals who will perform work on the public work project on our behalf will be properly classified as an employee or as an independent contractor under all applicable state and federal laws and local ordinances.

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

SOUTH BEND PLUMBERS & PIPEFITTERS LOCAL 172 J.A.T.C.

SOUTH BEND, INDIANA

FOR THE TRADE CLASSIFICATIONS: PLUMBER, PIPEFITTER, HVACR SERVICE TECHNICIAN

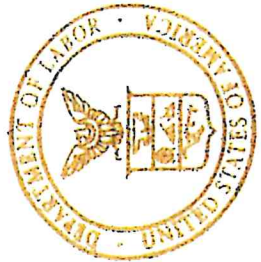
*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

DECEMBER 22, 1941

Date Revised: July 20, 2017

IN020410001

Registration No.



John V. Hold

Administrator, Office of Apprenticeship

IDEAL CONSOLIDATED

POLICY #: SA0020

POLICY: SUBSTANCE ABUSE POLICY

Purpose

The purpose of this policy is to comply with the Department of Transportation Regulations (DOT) 49 CFR Part 40, Procedures for Transportation Workplace Drug Testing Programs; 49 CFR Part 382, Controlled Substances and Alcohol use and Testing-Federal Motor Carrier Safety Administration; and 49 CFR Part 29, Drug-Free Workplace Act of 1988. This policy incorporates these regulations for all employees of Ideal Consolidated, including safety-sensitive employees, and establishes these requirements for drug and alcohol testing along with their specific cut-off levels for all employees.

This policy applies to all employees including those who are required to have a Commercial Driver's License (CDL), or are considered by DOT to be in a safety-sensitive position, full or part-time, contract employees, and contractors when they are on Ideal Consolidated property or when performing safety sensitive functions for Ideal Consolidated.

Performing work for Ideal Consolidated, including a safety-sensitive function, means from the time an employee is ready to work, begins work, and until the employee is relieved from all responsibility for performing work. A safety-sensitive function may include, however is not limited to, the following items:

- All time on Ideal Consolidated property, or Customer's property or facility, or other property, or on any public property, unless the driver has been relieved from duty by Ideal Consolidated.
- All time spent at the driving controls of a CMV.
- All time, other than driving time, in or upon any CMV.
- All time loading or unloading, attending a CMV being loaded or unloaded, remaining in readiness to operate the CMV or in giving or receiving receipts for shipments loaded or unloaded.
- All time repairing, obtaining assistance or remaining in the attendance of a disabled CMV.

Legal Prescription Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited by Ideal Consolidated. However, the use of any substance which carries a warning label that indicates that motor skills, mental functioning or judgment may be affected must be reported to supervisory personnel immediately by the employee. **The use of any prescription drug containing morphine, codeine, meperidine or any opioid or narcotic pain reliever must be reported to supervisory personnel immediately by the employee.**

For a drug to be legally prescribed the employee must have a prescription or other written approval in his/her name from a licensed physician for the use of the drug in the course of medical treatment. The prescription or written document must also contain the name of the substance, the quantity/amount to be taken, and the period of authorized use. Any abuse or misuse of legal drugs while performing work is prohibited by Ideal Consolidated.

Prohibited Substances

Any substance or illegal drug identified in the Controlled Substance Act (21U.S.C. 812) is prohibited at all times. This includes, but is not limited to marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes, but is not limited to, using any illegal drug, misuse of legally prescribed drugs, or the use of illegally obtained prescription drugs.

Prohibited Conduct

Engaging in unlawful manufacturing, distribution, dispensing, possession, or use of prohibited substances is prohibited by any employee of Ideal Consolidated. Employees who violate this provision will be subject to disciplinary action up to and including termination of employment in accordance with any applicable contractual or statutory disciplinary rights. An employee subject to discipline for prohibited conduct shall have the same rights of hearing the appeal as is described for any other violation of Ideal Consolidated.

All employees of Ideal Consolidated are required to notify their supervisor within five (5) days of any criminal drug stature conviction. Failure to comply with this provision shall result in applicable contractual or statutory disciplinary rights or those contained in Ideal Consolidated policies and procedures.

Compliance with Testing Requirements

All employees will be subject to urine drug testing and breath alcohol testing. A refusal to test is considered a positive test result and will lead to immediate removal from duty, and referral to a Substance Abuse Professional (SAP) and the employee is subject to disciplinary action up to and including termination of employment in accordance with any applicable contractual or statutory disciplinary rights. An employee subject to discipline for refusal to test shall have the same rights of hearing of the appeal as is described for any other violation of Ideal Consolidated policies. The following circumstances would warrant further policy implementation:

- Failure to appear or remain at the test site
- Failure to provide urine specimen when required
- Failure to permit direct observation or monitored collection
- Declines to take a second test when directed
- Failure to provide sufficient urine or breath without a valid medical explanation
- Failure to undergo a medical evaluation
- Failure to cooperate with the testing process
- Attempt to dilute, substitute, or tamper with a specimen
- Failure to sign the Custody Control Form or Breath Alcohol Form
- Failure to submit to recollection of a second sample following a dilute negative result

Testing Procedures

Federal regulations require analytical urine drug testing and breath alcohol testing to be conducted when circumstances warrant or as outlined in the regulations. Ideal Consolidated applies these same requirements to non-DOT employees and affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

Dilute negatives will be required to submit to recollection within 24 hours of the Service Center Manager being notified. Upon receipt of a second dilute negative test, that result is the test of record. A donor's refusal to submit to a re-collection of a second sample following a dilute negative result constitutes a refusal to test.

Drug Tests

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and PCP. Urine specimens will be conducted using the split specimen sample method as described in 49 CFR Part 40. Each specimen will be accompanied by a Chain of Custody and Control Form (CCF) and identified by using a unique identification number that attributes the specimen to the correct individual.

All test results from the laboratory will be reported to a Medical Review Officer (MRO). The MRO is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO must obtain the appropriate qualification training as mandated in 49 CFR Part 40.

The MRO will review all test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive test result. The MRO will contact the employee, notify him/her of the positive laboratory result, and provide the employee with an opportunity to explain the confirmed test result. The MRO will subsequently review the employee's medical history/records to determine whether there is a legitimate medical explanation for the positive test result. If no legitimate medical explanation is found, the test will be verified positive and reported to Ideal Consolidated's Designated Employee Representative (DER). If a legitimate medical explanation is found, the MRO will report the test result as negative.

Safeguards for Controlled Substance Testing

The Collector must complete mandated qualification training as defined in 49 CFR Part 40 to be able to perform collections.

- The Collector will follow strict guidelines in obtaining the sample.

Direct Observation Collection is Mandatory in the Following Circumstances

- DOT Return to Duty and follow-up testing.
- The Laboratory reports an invalid test and the MRO reports there isn't a medical reason for it.
- The tests results are reported as positive adulterated or substituted cancelled with no split specimen sample available.
- The Collector observed signs that indicate an attempt was made to tamper with the specimen.

Shy Bladder Procedure

If the employee cannot provide a specimen at the initial attempt, the employee will be urged to drink up to 40oz of water. The amount of water is to be spaced out over a three hour period. The employee is not required to drink the water by 49 CFR Part 40 regulations. If the employee does not provide a specimen, or refuses to provide a specimen, the test will be marked as a "Refusal to Test" and considered a positive test result. The employee will be sent to a physician with expertise in the field, within five (5) days for an evaluation as to why the individual was not able to provide a specimen. If there is a valid medical reason, the test result will be changed to "Cancelled".

Breath Alcohol Test

All tests for breath alcohol will be conducted using a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing (EBT) device. The device must be operated by a certified trained Breath Alcohol Technician (BAT). The certified training must meet the qualifications as defined in 49 CFR Part 40.

An initial breath test will be given; if the results are less than a concentration of 0.02, the test result is negative. No additional tests will be required. If the initial test result has a concentration of 0.02 or higher, a second confirmation test will be conducted. A waiting period of at least 15 minutes, but no longer than 30 minutes, after completion of the initial test must be completed before the confirmation test is started. If the results of the confirmation test are less than 0.02, the confirmation test will be considered negative. If the result is between 0.02-0.039, the employee must be removed from the work position for at least 24 hours or until the employee's next scheduled on-duty time, whichever is longer. If the result is 0.04 or higher, the employee is considered under the influence of alcohol and the test result is positive. The test will be performed in a private, confidential manner as required by 49 CFR Part 40.

Safeguards for Alcohol Testing

The BAT will request photo identification from the employee prior to administering the test. The employee will select an individually sealed mouthpiece, and it will be opened by the BAT while in the presence of the employee for the initial test. The employee may ask to see the last calibration. The employee will select an individually sealed mouthpiece and it will be opened by the BAT while in the presence of the employee for the confirmation test.

Positive Test Results

Any employee of Ideal Consolidated that has a confirmed positive drug or alcohol test will be subject to disciplinary action up to and including termination of employment in accordance with any applicable contractual or statutory disciplinary rights. An employee subject to discipline for a positive test result shall have the same rights of hearing the appeal as is described for any other violation of Ideal Consolidated policies. The employee will be informed of the educational and rehabilitation programs available. On the first offense the employee will be offered a Substance Abuse Professional (SAP) evaluation; if the employee declines the evaluation, the employee will be terminated. If the employee accepts the program, the employee will be enrolled into an Employee Assistance Program (EAP) and must successfully complete the EAP before they will be able to work in a safety-sensitive position. Ideal Consolidated will determine what EAP the employee will be enrolled into. Ideal Consolidated will pay for the first four (4) sessions. Employees will have to pay out of pocket or file a claim through their Health Insurance provider for any remaining balance. The employee will also be placed on a thirty (30) day suspension without pay. After the thirty day suspension, the employee may be placed in a non-safety sensitive position and paid that job classifications hourly rate. Due to the nature of our business, a non-safety sensitive position is not guaranteed. If a non-safety sensitive position is not available, employee will not be able to return to work until they have satisfied the Substance Abuse Professional and completed the eight (8) week EAP program. This time frame may vary depending on evaluation by Substance Abuse Professional. On the second offense, the employee will be terminated.

Compliance with the Treatment Program Requirements

Employees are encouraged to make use of the available resources for treatment of alcohol misuse and/or illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee of Ideal Consolidated who refuses or fails to comply with SAP's requirements for treatment, after care or return-to-duty shall be terminated. The cost of treatment will be paid by the employee or their insurance provider. Disciplinary action based on a violation of Ideal Consolidated's Substance Abuse Policy is not automatically suspended by an employee's participation in a treatment program. Discipline may still be imposed by Ideal Consolidated.

Types of Testing

Pre-employment Testing

Any individual who seeks employment with or transfers into a DOT safety sensitive position at Ideal Consolidated will be required to take and pass a urine drug test. The receipt of a negative urine drug test is required. If the results of the urine drug test are other than confirmed negative, the hiring process will be terminated. If the test was cancelled, Ideal Consolidated requires the applicant to take and pass a second urine drug test. Individuals who refuse to take a pre-employment urine drug test shall have their hiring process terminated.

Reasonable Cause/Suspicion Testing

Reasonable Cause/Suspicion referral testing will be made on the basis of documented objective facts and circumstances which are consistent with the short-term effects of substance abuse.

At least one supervisor that has been trained in Reasonable Cause/Suspicion detection is needed to make a Reasonable Cause/Suspicion referral for testing. The training must include ways to determine the signs and symptoms of drug and alcohol use. The supervisor must conclude that the employee is impaired in his/her work performance. Documentation as to the physical appearance, behavioral and performance indicators, speech and body odors of the employee must be completed prior to the test result being received. Documentation shall be forwarded by the supervisor to an Officer of the Company to make the decision to test the employee.

Examples of Reasonable Cause/Suspicion include, but are not limited to, the following:

- Physical signs and symptoms consistent with prohibited substance use or alcohol misuse.
- Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances.
- Physical contact (meaning fights), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.
- Loss of Ideal Consolidated property, equipment, money, or other assets.
- Direct observation of drug and/or alcohol use by an employee while on duty by a supervisor requires a MANDATORY test of the employee for drugs and/or alcohol.

Post Accident Testing for DOT Tests

All employees of Ideal Consolidated are required to undergo urine drug testing and breath alcohol testing as soon as possible if they are involved in an employment related serious injury or in an accident with a vehicle owned or leased by Ideal Consolidated if, with respect to the motor vehicle accident, one or all of the following conditions are met:

- The accident resulted in a fatality.
- The employee of Ideal Consolidated was issued a citation and a vehicle was towed from the scene of the accident.
- The employee of Ideal Consolidated was issued a citation and bodily injury with immediate medical treatment away from the scene of the accident was provided to anyone involved in the accident.

The surviving employee that operated the vehicle or any other employee whose performance cannot be completely discounted a contributing to the accident must be tested. Following the accident, the employee(s) must be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and twenty four (24) hours for urine drug testing. Any employee of Ideal Consolidated involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she has completed an alcohol test or has been released from duty. Any employee of Ideal Consolidated who voluntarily leaves the scene of an accident prior to submission to drug and alcohol testing will be considered to have refused the test and the employee will be terminated.

An alcohol test should be administered within two (2) hours of the accident. If this has not been done, Ideal Consolidated will document the reason the test was not completed within two (2) hours of the accident and will continue to attempt to obtain a test and document their attempts within the eight (8) hour period. At the end of the eight (8) hours, Ideal Consolidated will cease the attempt to administer the test and document why the test was not completed. The employee must remain readily available for testing until they are released from the scene of the accident. If the employee is required to leave the scene under the authority of medical or police personnel, they must notify Ideal Consolidated as to their whereabouts. If Ideal Consolidated is unable to perform a urine drug test and a breath alcohol test, (i.e., employee is unconscious, employee is detained by a police agency), Ideal Consolidated may use drug and alcohol post-accident test results administered by the State and/or Local law enforcement officials if they were completed.

Post Accident Testing for Non-DOT Circumstances

Ideal Consolidated requires an employee to sign a consent form and submit to drug and breath alcohol tests following a motor vehicle accident or property damage accident involving injury to any individual involved in the accident requiring immediate medical treatment away from the scene, damage to any motor vehicle or equipment involved in the accident, a fatality from the accident or serious property damage even if the employee did not receive a citation. In addition, any preventable, documented, on-the job accident that results in lost time, personal injury or property damage shall require the employee to be tested for drugs and alcohol. Any non-preventable, documented, on-the job accident that results in lost time, personal injury or property damage may result in the employee being tested for drugs and alcohol. The requirement for drug and alcohol tests, in cases of non-preventable accidents due to unusual or extenuating facts and/or circumstances will be based upon determination by management that the test would be appropriate. Testing may be required if it is determined that a third party caused another individual (bystander) to be injured. An employee involved in an on-the-job injury and/or accident, as described above, is prohibited from taking vacation leave for three work days (72 work hours) or until determination to drug and alcohol test is made.

Random Drug and Alcohol Testing

All employees of Ideal Consolidated will be subject to random unannounced testing. The selection of these employees for random testing of drug and alcohol will be made using a scientifically valid method that ensures each covered employee will have an equal chance of being selected each time selections are made. The random test will spread throughout the year. Tests can be conducted at any time during an employee's shift. Employees are required to proceed immediately to the collection site upon notification of their random selection. There is no discretion on the part of management in the selection and notification of employees who are to be tested. Departments will notify the employee of his/her selection for random testing within no more than three hours of the testing time. Employees on vacation, sick leave, or urgent Ideal Consolidated business will be tested the first day they return to work.

The percentages of the number of DOT safety-sensitive employees in the random program are established by 49 CFR Part 40 on an annual basis. Currently the rates are 50% for drug testing and 10% for alcohol testing. The percentages of the number of non-DOT employees in the random program are established at 25% for drug testing and 5% for alcohol testing.

Return-to-Duty Testing

Employees of Ideal Consolidated, under certain circumstances, who previously tested positive on a drug and/or alcohol test must be evaluated and released by a Substance Abuse Professional (SAP) before returning to work. A SAP is a licensed physician, certified psychologist, social worker, employee assistance professional, or addiction counselor. The SAP must also have clinical experience in the diagnosis and treatment of drug and alcohol related diseases. The SAP must have completed the continuing education trainings as detailed in 49 CFR Part 40. Before scheduling the return-to-duty test, the SAP must assess the employee and determine if the required treatment has been completed.

Follow-Up Testing

Under certain circumstances, employees of Ideal Consolidated will be required to undergo frequent unannounced random urine and/or breath testing following their return-to-duty test. Follow-up testing on an employee will be performed for a period of one (1) to five (5) years with a minimum number of six tests performed the first year. The employee will remain in the random testing program. A qualified SAP will determine the frequency and duration of the follow-up tests, beyond the minimum number.

Confidential Result Record Keeping

The results of all drug and alcohol testing will be maintained in a secure confidential manner by the employer, laboratory, collection site, MRO, SAP, and the Consortium/Third Party Administrator (C/TPA). Information can only be released in the following circumstances and with the employee being notified in writing of the release.

- To a third party only as directed by specific written instructions of the employee.
- To the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employer tested.
- To a subsequent DOT employer upon receipt of a written request from the employee as required by 49 CFR Part 40 of the DOT regulations.
- To the National Transportation Safety Board during an accident investigation.
- To the DOT or any DOT agency with regulatory authority over the employer or any of its employees, or to a State agency with oversight.
- To the employee upon written request.

Employee/Supervisor Training

All employees of Ideal Consolidated must be made aware of the Ideal Consolidated Substance Abuse Policy, given educational material covering substance abuse, expected employee conduct and consequences for not following the policy. Supervisors of Ideal Consolidated will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training must include manifestations and behavioral cues that may indicate prohibited drug use. In addition, supervisors will also receive a minimum of 60 minutes of training on the signs and symptoms of alcohol misuse including the effects and consequences on personal health, safety, and work environment.

Employee Contract for Policy Violations

Under certain circumstances, employees of Ideal Consolidated who re-enter the workforce must agree to a re-entry contract (Last Chance Agreement). The contract may include, but is not limited to the following items:

- A release to return to work statement from the SAP
- A negative test result for drugs and/or alcohol (return to duty)
- An agreement to unannounced frequent follow-up testing for a period of one (1) to five (5) years with at least six (6) tests performed the first year
- An agreement to follow specified after care requirements with the understanding that a violation of the re-entry contract is grounds for termination

NOTE: If an employee's DOT or non-DOT BAT result is above 0.00 during the last chance agreement period; that result will be considered positive and that employee will be terminated.



January 13, 2026

Re: Ideal Consolidated Inc.
Surety Bond Program

To Whom It May Concern:

Everest Reinsurance Company provides surety credit to Ideal Consolidated Inc. for single projects of \$30,000,000 and an aggregate uncompleted backlog of \$100,000,000. Everest Reinsurance Company is a Treasury Listed Surety (Department Circular 570) and is rated "A+" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and is licensed to do business in all fifty States.

If Ideal Consolidated Inc. is awarded a contract and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Ideal Consolidated Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

Everest Reinsurance Company

A handwritten signature in blue ink, appearing to read "Dana Granice".

Dana Granice,
Attorney-In-Fact





**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Desiree Cardlin, Colette R. Chisholm, Camille Maitland, George O. Brewster, Nelly Renchiwich, Thomas Bean, Robert T. Pearson, Susan Lupski, Dana Granice, Michelle Wannamaker, Katherine Acosta, Margaret A. Ginem, Karolyne Ramirez, Louis J. Spina, Kimberly Nunez

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 14th day of April 2025.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 14th day of April 2025, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect. **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company, this 13th day of January 2026.



By: Sylvia Semerdjian, Secretary



June 29, 2026

City of South Bend, Indiana
215 South Martin Luther King Jr. Blvd.
South Bend, IN 46619

WRITTEN STATEMENT OF TAX LIENS

N/A – Ideal Consolidated, Inc. has no federal, state, or local tax liens or tax delinquencies owed to any federal, state, or local taxing body in the preceding three years.



June 29, 2026

City of South Bend, Indiana
215 South Dr. Martin Luther King Jr. Blvd.
South Bend, IN 46601

COMPLETED PROJECTS

Job Name	Contract Amount	Year Completed
River Valley School District	3,063,592	2025
IUSB Parkside	3,087,880	2025
Concord West Elementary Boilers	521,247	2025
WNDU Carrier Unit Replacement	233,083	2025
Marsh County Jail Phase II	239,884	2025
Covert School RR Upgrade	113,010	2025
1st Source new Niles Branch	169,191	2025
Pioneer Piping on E Line	95,432	2025
Zio Goshen Stamp Mezzanine	54,655	2025
Zio Goshen Stamp-Main Ofc	164,053	2025
Bimbo-Rplc Existg Softnr	87,765	2025
Royal Adhesive Streamlines	112,385	2025
GL Muessel Grove Park RR	52,265	2025
PSI Buchanan Schools - Ottawa	227,932	2025
Michuda Murphys Ice Cream	69,710	2025
657 Eddy St Commons II	126,596	2025
Argos School Rooftop Replacement	674,869	2025
Alumni Hall	1,270,472	2025
UND HHW Jenkins Nanovic	140,727	2025
NCPL Controls Rplcment	110,290	2025
Carrier 220T Test Cell	181,240	2025
Michuda Irish Gold Campus	426,697	2025
UND McCourtney A2 and Alt 1 Morgan	1,460,394	2025



Job Name	Contract Amount	Year Completed
Ramboll Mech Ofc Upfit Pk	1,468,182	2025
GMP UND Breen Phillips	1,000,254	2025
UND HHW Stinson Remick	172,146	2025
UND HHW Stayer Tunnel	141,824	2025
UND HHW Hesburgh Tunnel	243,825	2025
NDTL 3300 ScndrFlw Piping	84,169	2025
UND Cush Fitz 2nd Flr	57,569	2025
Unity Medical Pharmacy	457,181	2025
MNSL Sml Lqd Mix 4&5	229,398	2025
Mnsl 16 Mix Tank	195,629	2025
Zio UND Coleman Fire Rmdl	48,104	2025
Zio Eddy St Commons- 2nd Floor	130,457	2025
Die Flushing 17 18 SW Monosol	57,060	2025
Line 18 Mix Tanks Monosol	232,000	2025
UND Golf Course Repl Accu	64,668	2025
Zio UND Bond 106	66,104	2025
UND Old College Mitsu Proj	48,900	2025
Plymouth Public Library	491,269	2025
Modineer P10 Laser Tank	186,250	2025
AEP HVAC Rooftop U Rplcmt	230,960	2025
PHM Prairie Vista	307,922	2025
AEP South Bend Service Center	4,761,689	2025
Jenkins NANOVIC HHW	525,575	2025
Northside Hall Boilers	873,456	2025
LD UND Hesburgh Barrier	50,351	2025
ZIO UND Jordan Dean Reno	137,011	2025
NIEUWLAND UPDATE	82,152	2025
Behavioral Lab	113,100	2025
Stayer HHW coils	204,730	2025
Mendoza Chilled Water	104,778	2025
Brown School Admin Remodel	391,432	2025
PHM Grissom Water Heater	76,175	2025
A&B Bulk Sorbitol Piping	332,819	2025
UND LaFortune Rplc	48,812.12	2025
UND Snite Chiller reno	92,043	2025
LaSalle Schools Hvac Repair	987,159	2025



Job Name	Contract Amount	Year Completed
LaSalle Schools Hvac Repair	987,159	2025
UND SQDH Renovations	116,754	2025
SJC 7th Flr Boiler Replmct	832,304	2025
Install Thermal Exonomicer	207,128	2025
SJC City Bldn Steam Traps	81,050	2025
IRG Chippewa Roof Rplment	64,661	2025
Three River HS Music Suite	54,818	2025
UND Compton Ifrd Sauna	51,164	2025
1st Source Bank-Kouts	65,555	2025
Cook Train Ctr Carrier Rooftop	510,640	2025
Cook Mtrl Cetr Thermo Cyclcr	217,179	2025
Monosol Mix #3 Small Liquid	278,195	2025
UND Duncan SC HHW Tie In	47,900	2025